

REMARKS

This Amendment is in response to the Office Action mailed on June 30, 2006 in which claims 1-32 were rejected. With this Reply, claims 10 and 25-32 are canceled without prejudice, and claims 1, 9, 11, 12 and 22 are amended. Claims 1-9 and 11-24 are presented by the Applicants for reconsideration and allowance.

1. REJECTION OF CLAIMS 25, 26, 31 AND 32 UNDER 35 U.S.C. §102(b) AS BEING ANTICIPATED BY BRANTLEY

Page 2 of the Office Action rejected claims 25, 26, 31 and 32 under 35 U.S.C. § 102(b) as being anticipated by *Brantley* (U.S. Patent No. 5,580,049). With this Amendment, claims 25, 26, 31 and 32 are canceled without prejudice.

2. REJECTION OF CLAIMS 1, 2, 5-13, 16-24 AND 27-30 UNDER 35 U.S.C. §103(a) AS BEING UNPATENTABLE OVER BRANTLEY

Page 2 of the Office Action rejected claims 1, 2, 5-13, 16-24 and 27-30 under 35 U.S.C. § 103(a) as being unpatentable over *Brantley*. With this Amendment, claims 10 and 27-30 are canceled without prejudice. Claims 1 and 11 are independent claims. Claims 2 and 5-9, and claims 12, 13 and 16-24 depend from independent claims 1 and 11, respectively. With this Amendment, independent claims 1 and 11 are amended to more clearly set forth the invention and are now believed to be patentably distinguishable over the cited prior art.

Independent claim 1, as amended, recites a game ball including a spherical carcass and a one-piece seamless cover. The cover is free of a backing layer. The cover surrounds the carcass and is bonded to the carcass without an adhesive. The cover has a thickness less than 0.5 mm.

Independent claim 11, as amended, recites a game ball including a carcass and a cover layer formed without a backing layer and without seams. The cover layer substantially

surrounds the carcass. The cover layer has a thickness less than 0.8 mm. The cover layer is a sprayed-on cover, a painted-on cover, an electro-statically painted-on cover, a brushed-on cover, a dipped-on cover, or combination of these types of covers.

Brantley does not disclose, teach or suggest the game ball of either amended claim 1 or amended claim 18. In particular, *Brantley* does not teach, disclose or suggest a game ball having a cover that is formed without a backing. Further, with respect to amended claim 1, *Brantley* does not disclose, teach or suggest a game ball having a one-piece, seamless cover. *Brantley* also does not disclose, teach or suggest a game ball having a cover and a carcass wherein the cover is bonded to the carcass with an adhesive. *Brantley* also does not disclose, teach or suggest a game ball including a cover having a thickness that is less than 0.5 mm. Also, with respect to claim 11, *Brantley* also does not disclose, teach or suggest a game ball including a cover that is sprayed-on, painted-on, electro-statically painted-on, a brushed on cover or dipped-on.

In contrast, *Brantley* exclusively discloses a cover formed from 32 hexagonal panels that are stitched together to form the seamed cover of a soccer ball. Each of the thirty panels comprising the cover include a mat of fibers (a backing) impregnated with a polyurethane material. The impregnated fiber mat or backing is then coated with a top coat. *Brantley* is directed toward a cover formed of a fiber mat wherein the fibers have a low denier value thereby providing the cover with a soft feel. The stitched panels of the cover are then stitched to a liner of the game ball.

The heart of the invention of *Brantley* is the selection of fibers used in the mat or backing of the cover. *Brantley* is devoid of any disclosure, teaching or suggestion indicating that a cover should be formed without a backing. Rather, *Brantley* necessarily teaches away from the formation of a cover without a backing or a mat of fibers as required by the claims 1 and 11. Further, the thickness of the cover of *Brantley* can range from 0.5 mm to 2.5 mm, preferably 1.0 to 2.0 mm, and more preferably 1.3 to 1.6 mm. The soccer

ball of *Brantley* does not include a one-piece seamless cover. In contrast, the cover of the soccer ball of *Brantley* is formed of 32 panels that are stitched together. The cover of *Brantley* requires a backing. The cover is stitched on to a liner of the soccer ball. Accordingly, *Brantley* does not teach, suggest or disclose the limitations and elements of either amended claim 1 or amended claim 11.

It is respectfully submitted that claims 1 and 11, as amended, are each patentable over *Brantley* for at least the reasons stated above. Accordingly, because claims 2 and 5-9 depend from claim 1 and claims 12, 13 and 16-24 depend from claim 11, claims 2, 5-9, 12, 13 and 16-24 are also believed to be patentable over *Brantley* for at least the same reasons.

3. *REJECTION OF CLAIMS 3, 4, 14 AND 15 UNDER 35 U.S.C. §103(a) AS BEING UNPATENTABLE OVER BRANTLEY IN FURTHER VIEW OF WAY*

Page 3 of the Office Action rejected claims 3, 4, 14 and 15 under 35 U.S.C. § 103(a) as being unpatentable over *Brantley* in further view of *Way* (U.S. Patent No. 2,945,693). Claims 3 and 4 depend from amended independent claim 1, and claim 14 and 15 depend from amended claim 11. With this Amendment, independent claims 1 and 11 are amended to more clearly set forth the invention and are now believed to be patentably distinguishable over the cited prior art.

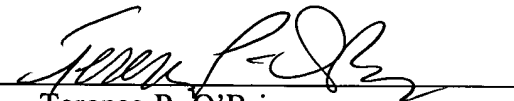
Neither *Brantley* nor *Way* teach, suggest or disclose the combination of elements and limitations of amended claim 1 or amended claim 11. Accordingly, it is respectfully submitted that amended claim 1 and amended claim 11 are patentable over *Brantley* and *Way*. Additionally, claims 3 and 4, which depend from amended claim 1, and claims 14 and 15, which depend from amended claim 11, are believed to be patentable over *Brantley* and *Way* for at least the same reasons.

4. *CONCLUSION*

Applicants respectfully request reconsideration of claims 1-9 and 11-24. Applicants believe that the present application is now in condition for allowance. Favorable reconsideration under 37 C.F.R. § 1.112 is respectfully requested. The Examiner is invited to telephone the undersigned to discuss any issues in this case in order to advance the prosecution thereof.

Respectfully submitted,

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